

Jackson County



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Date: September 18, 2012
To: Barbara Casamento
From: Dave Fleming
Subject: Connections Maintenance Agreement

COMBAT is preparing to renew the software maintenance agreement with First Call for the substance abuse treatment data tool, COMBAT~Connections. COMBAT~Connections is a web-based application where COMBAT-funded substance abuse treatment programs can enter data elements related to the treatment services they are receiving which can then be used for outcomes measures.

The COMBAT~Connections project has been a project that has been developed and implemented over the past few years as identified below:

- Res. #16711 Sept, 29, 2008
- Res. #17234 April 19, 2010
- Res. #17618 June 27, 2011

The above referenced resolutions (see attached), identified that the Director of Finance and Purchasing determined that First Call (formerly National Council on Alcoholism and Drug Dependence), was a sole source because of their unique familiarity with the program and the County's needs. First Call has worked closely with COMBAT and the substance abuse treatment providers to develop, implement, and maintain an application which can provide data elements and data measures to determine the effectiveness of COMBAT funding.

We are looking to renew the maintenance agreement for this application which is for a one-year period and has three annual renewal options. It is anticipated that the annual cost will be \$28,800, which has been included in the 2012 budget.

Let me know if you need any other information related to this project.

Attachments:
Resolutions (3)
Draft Contract Language

FILED
NOV 30 2012
MARY JO SPINO
COUNTY CLERK

The following documents together create an agreement between the First Call Alcohol / Drug Prevention & Recovery, Inc., a Missouri corporation ("FIRST CALL ") and Jackson County, Missouri ("COUNTY"). This Agreement defines the terms and conditions under which FIRST CALL provide Community CareLink Software Maintenance Services to COUNTY for use by COMBAT. The Agreement includes the following documents, each of which is incorporated by reference:

- COUNTY Support and Software Maintenance Agreement
- Exhibit A - Fee and Expense Schedule
- Exhibit C - Service Response Priorities and Responsibilities

This is the entire agreement between FIRST CALL and COUNTY. It supersedes all prior oral and written representations or agreements between the parties as to its subject matter. The signatures below indicate that:

(i) FIRST CALL and COUNTY have read each of the documents listed above, (ii) that each party agrees to the terms and conditions of each document, (iii) that each party intends to enter into this binding agreement, (iv) that good and sufficient consideration exists to create a binding agreement, and (v) that entry into this agreement has been duly authorized by the governing body of each party. It is understood that the documents listed above will not be signed separately.

This Agreement will become effective when executed by both parties.

First Call Alcohol / Drug Prevention & Recovery, Inc.

Signature: Molly O'Neill
 Name: Molly O'Neill
 Title: President & CEO
 Date: 11/16/12

Jackson County, Missouri

Signature: Michael D. Sanders
 Name: Michael D. Sanders
 Title: County Executive
 Date: 11/30/12

REVENUE CERTIFICATE

I hereby certify there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$28,800.00 which is hereby authorized.

Date: November 27, 2012

PO. [Signature]
 Director of Finance and Purchasing
 4402012016 008 401-6080

ATTEST

By: Mary Jo Spino
 Mary Jo Spino
 Clerk County Legislature

APPROVED AS TO FORM

By: W. Stephen Nixon
 W. Stephen Nixon,
 County Counselor

COUNTY Support and Software Maintenance Agreement

1. COUNTY Support Services
 - a. Telephone and Email User Support. FIRST CALL will exercise Commercially Reasonable efforts to make FIRST CALL technology staff available by electronic mail, telephone, or remote computer access to provide User Support during Regular Business Hours. Regular Business Hours are defined as Monday – Friday from 8:00 am – 5:00 pm Central Standard Time.
 - b. COUNTY Support Service Requests. COUNTY Support Service requests shall be submitted in writing via electronic mail or facsimile.
 - c. Correction of Defects. FIRST CALL will correct all defects according to the terms of the Software License and Product Services Agreement.
 - d. FIRST CALL Service Request Response Time. FIRST CALL will respond to COUNTY and/or COMBAT according to the Service Response Priorities and Responsibilities schedule attached hereto as Exhibit C and incorporated herein by reference.
 - e. FIRST CALL will work with COUNTY, COUNTY IT staff and/or COMBAT to resolve the service issue outside of Regular Business Hours if requested by COUNTY and/or COMBAT in writing and approved by the County's COMBAT Director or designee. Both parties will work together until the work is completed.
2. Development of Software Enhancements
 - a. FIRST CALL will use commercially reasonable efforts to develop enhancements of the Software Product requested by COUNTY in writing same as above.
 - b. FIRST CALL will respond to COUNTY's request for an Enhancement within thirty calendar days of receipt of COUNTY's request. FIRST CALL's response will include the proposed solution along with the estimated cost to complete the enhancement.
 - c. FIRST CALL and COUNTY will agree to schedule the Enhancement to be included in the next software release or if it should be included as a stand-alone enhancement. If the Enhancement is included as a stand-alone enhancement requiring additional fees and services outside of those contemplated by this Agreement, FIRST CALL shall not proceed with the enhancement until the expenditure is approved by the COUNTY's governing body and a written Amendment is executed by duly authorized representatives of FIRST CALL and the COUNTY.
3. Maintenance Services
 - a. Software Maintenance Fee. COUNTY agrees to pay the Software Maintenance Fee described in Exhibit A – Fee and Expense Schedule.
 - b. User Group. The COMBAT administration and COMBAT ~ Connections agency directors will identify employees to participate in a User Group to provide feedback to FIRST CALL regarding the Software Product. The User Group will meet on a regular basis as agreed to by FIRST CALL and COMBAT. The expectation is that the group will meet no more than once per month. Meetings will typically take place via conference call, web-conferencing or in person.
 - c. Availability of Enhancements. All Enhancements developed by FIRST CALL for any other project/agency will be provided to COUNTY for as long as it continues to pay the Software Maintenance Fee.

- d. Delivery of Enhancements. FIRST CALL will work with COUNTY to install Enhancements into COUNTY's Test Environment. Once COUNTY has tested the Enhancement and performance of the Enhancement is satisfactory to both parties, FIRST CALL will work with COUNTY to install the Enhancement into the Live Environment.

4. Term and Termination

- a. The Maintenance Agreement shall be effective for a one year period with three (3) one-year extension options to commence upon the effective date described herein.

Exhibit A – Fee and Expense Schedule
Effective – July 1, 2012

This Exhibit A describes terms for COUNTY payment of fees and reimbursement of expenses incurred by FIRST CALL. This version of Exhibit A supersedes all previous versions as of the effective date indicated above.

1. Fees and Expenses

- a. Software Maintenance Fee and Support Fee. The Software Maintenance Fee for COUNTY's use of the Software is due at the execution of this contract. The Software Maintenance Fee is \$28,800. Twelve (12) months of maintenance commencing upon the effective date, July 1, 2012, shall be included. The Software Maintenance and Support agreement shall have the option for three (3) one-year renewal options.

The project shall include a maximum of 26 COMBAT funded treatment agencies and up to a maximum of 400 users across agencies.

2. Billing and Payment Procedures

- a. Invoice. FIRST CALL will send COUNTY invoices prior to each phase for Project Services Fees and Expenses and any other agreed upon charges to COUNTY for fees or expenses that are due and payable.
- b. COUNTY will pay FIRST CALL the balance due on all approved invoices within thirty days of receipt of the invoice from FIRST CALL. COUNTY will approve or reject submitted invoices within ten (10) business days of receipt.

Exhibit C - Service Response Priorities and Responsibilities

During normal business hours (8 a.m. to 5 p.m. CST) FIRST CALL shall provide responses for each occurrence reported by the client within the timetable set forth below. FIRST CALL will work with COUNTY, COUNTY IT staff and/or COMBAT to resolve the service issue outside of normal business hours if requested by COUNTY and/or COMBAT in writing and approved by the County's COMBAT Director or designee.

Priority 1 – Client outage.

A major system or component critical to service is inoperative.

Priority 2 – Urgent.

The client is impacted by a service delay but is still able to maintain basic service functions.

Priority 3 – Service delay.

The problem has a reasonable circumvention, and the client can continue with little loss of efficiency.

Priority 4 – Minor/informational.

The call requires minor action or is for information purposes.

Priority Response Times

1	Initial Response Time 30 minutes	Update frequency 2 hours
2	Initial Response Time 1 hour	Update Frequency Daily
3	Initial Response Time 2 hours	Update Frequency Weekly
4	Initial Response Time 2 hours	Update Frequency Bi-weekly